

**STATE OF NEW MEXICO**

**Environment Department  
Ground Water Quality Bureau  
Remediation Oversight Section**

**REQUEST FOR PROPOSALS**

**Brownfields Clean up Revolving Loan Fund  
Financial Management Services RFP: # GWQB 05-001**

**December 7, 2004**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The Remediation Oversight Section (ROS) of the Ground Water Quality Bureau, as part of the New Mexico Environment Department (NMED), is soliciting proposals from qualified offerors to provide fund management services for the State's Brownfields Clean up Revolving Loan Fund (BCRLF). Work tasks to be completed are 100 percent federally funded through an U.S. Environmental Protection Agency (EPA) BCRLF Cooperative Agreement.

The BCRLF cooperative agreement funds may be used to provide loans or other authorized assistance to eligible public and private borrowers at eligible brownfields properties. The U.S. EPA defines a Brownfield site as "...A real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." NMED's Remediation Oversight Section manages the state's brownfields programs. Funds may be used for eligible cleanup activities, as specified by the USEPA and the cooperative agreement.

The BCRLF Program was created by the U.S. EPA through the Brownfields Economic Redevelopment Initiative in order to make low interest loans to perform cleanup activities at brownfields properties. Private and public entities are eligible for these loans, which can be offered to cleanup projects that include environmental remediation, removal of contaminated soil and other eligible cleanup activities, as specified by the USEPA and the cooperative agreement. Repayments replenish the fund and the fund revolves so that new projects can be funded in the future.

The NMED is the cooperative agreement recipient, and as such is responsible for the overall management of the BCRLF, including ensuring proper environmental cleanups, managing BCRLF funds, and complying with applicable state and federal laws and regulations. The *Fund Manager* will provide financial services to NMED for the BCRLF, including financial management of the fund and program income, review of loan applications, and reporting to NMED on a quarterly basis. The *Fund Manager* is responsible for ensuring that the BCRLF is managed in conformance with the cooperative agreement, applicable laws and regulations, and prudent lending practices.

A responsive proposal will include (1) documentation of the offeror's capabilities and experience relative to financial management of a loan program; (2) examples of successful loans made relative to commercial redevelopment; (3) a demonstration of familiarity with federally funded revolving loan funds; (4) a demonstration of the offeror's marketing skills and resources; and (5) competitive pricing.

### **B. SCOPE OF WORK**

The scope of work for this procurement includes the following services:

- Provide consultation, in an advisory capacity, to NMED to help establish the objectives and financial administration of the BCRLF, as summarized in the draft rules.
- Manage BCRLF lending schedules, as required by NMED, to minimize the amount of uncommitted funds and productively work with the NMED to utilize fund proceeds in the community as soon as possible.
- Provide recommendations to NMED to operate the BCRLF in accordance with lending practices generally accepted as prudent for federally assisted public loan programs and/or prudent business lending. Prudent underwriting principles include those related to the establishment of interest rates, repayment terms, and collateral requirements, as well as practices covering loan processing, documentation, loan approval, collections, servicing, administrative procedures, and recovery actions, with all credit and other decisions being made by the NMED and with all credit risk being born by the NMED.
- Work with NMED to develop a systematic approach for marketing and selection of borrowers and projects that are eligible for funding.
- Establish target program income, including principal repayments on outstanding loans, interest, and other loan-related charges to assist NMED's efforts in recapitalizing the BCRLF over time.
- Provide recommendations on checks and balances in establishing borrower eligibility provisions, financial documentation, and financial reporting requirements.
- Process and assess loan applications.
- Provide written analyses and presentations concerning specific developer/borrower proposals including objective evaluations of proposed projects' benefits and risks, projected cash flows, economic benefits, overall financing availability, and lending risks.
- Work with NMED to establish procedures for handling the day-to-day management and processing of loans and repayments and management of cash and/or depository services. These procedures include coordination with the EPA on funds payment as well as disbursement of loans to borrowers.
- Provide recommendations to assess the viability of suggested redevelopment strategies and specific properties in terms of economic impact and BCRLF administration.
- Provide to NMED for pre-approval estimated summaries of any necessary third party administrative costs and loan closing costs that the Contractor is requesting to be paid from the BCRLF.
- Perform loan closing administration.
- Provide quarterly reports to NMED on the BCRLF's financial performance.
- Maintain in a separate depository account entitled: NMED, EPA Brownfields Revolving Loan Fund Account.
- Manage BCRLF account, including collections.

## **C. SCOPE OF PROCUREMENT**

This procurement is for fund management services for a revolving loan fund, as described in B.

One contract will be awarded with a total maximum of \$100,000 dollars (\$100,000.00) to be expended over two years. If additional funding becomes available from EPA, the total contract amount may be increased through contract amendments. NMED will pay for work completed to the satisfaction of Remediation Oversight Section Program Manager in accordance with the contract.

NMED will be fully responsible for the execution of the terms of the contract. No changes to the terms and conditions shall be effective unless agreed by written amendment in accordance with Appendix D of this RFP, Sample Contract.

**D. PROCUREMENT MANAGER**

The Agency has designated a Procurement Manager who is responsible for conducting this procurement and whose name, address and telephone number follows.

Rick Shean, Environmental Scientist and Specialist  
New Mexico Environment Department  
Ground Water Quality Bureau  
Remediation Oversight Section  
Harold Runnels Building, N2300  
1190 St. Francis Drive  
Santa Fe, New Mexico 87502

**Mailing Address**

P.O. Box 26110  
Santa Fe, New Mexico 87502  
Phone # (505) 476-3658; Fax (505) 827-2965

All deliveries via express carrier should be addressed as follows:

Rick Shean, Environmental Scientist and Specialist  
New Mexico Environment Department  
Ground Water Quality Bureau  
Remediation Oversight Section  
Harold Runnels Building, N2300  
1190 St. Francis Drive  
Santa Fe, New Mexico 87505

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the

procurement. Other state employees do not have the authority to respond on behalf of the Agency.

**E. COMPLETION OF WORK TASKS UNDER THIS PROCUREMENT**

NMED will provide an initial review of each loan package for brownfields considerations, loan eligibility, environmental cleanup plans, etc. If a project meets initial requirements, NMED will submit the package to the Fund Manager (contractor) for financial review.

The *Fund Manager* (contractor) will provide NMED with a cost estimate for each loan package received. NMED will review cost estimates and provide written authorization to proceed.

**F. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used through-out this procurement document, including appropriate abbreviations.

"**Agency**" means the New Mexico Environment Department.

"**Brownfields**" means a real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

"**Brownfields Cleanup Revolving Loan Fund**" means the loan program funded by the U.S. Environmental Protection Agency and managed by the New Mexico Environment Department that can be borrowed by a public or private entity to carryout environmental cleanup activities at a brownfields site.

"**Contract**" means an agreement for the procurement of items of tangible personal property or services.

"**Contractor**" shall mean successful offeror(s).

"**Determination**" means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"**DFA**" means the Department of Finance and Administration for the State of New Mexico.

**"Evaluation Committee"** means a body appointed by the Agency's management to perform the evaluation of offeror proposals.

**"Evaluation Committee Report"** means a report that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of such a report for submission to the State Purchasing Agent for contract award.

**"Finalist"** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

**"Fund Manager"** refers to the successful contractor's role in the BCRLF Program.

**"General Cost Detail Form"** refers to a list provided by the offeror of costs for personnel, equipment, supplies and other pertinent costs to complete the scope of work.

**"Mandatory"** The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror proposal.

**"Offeror"** is any person, corporation, or partnership who chooses to submit a proposal.

**"Prefers"** The terms "may", "can", "should", "preferably", or "desirable" identify a preferable or discretionary item or factor.

**"Procurement Manager"** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**"Request for Proposals" or "RFP"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**"Responsible Offeror"** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**"Responsive Offer" or "Responsive Proposal"** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

**"State Purchasing Agent" or "SPA"** means the purchasing agent for the State of New Mexico or a designated representative.

## **G. BACKGROUND INFORMATION**

The U.S. EPA defines a Brownfield site as "...A real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." NMED's Remediation Oversight Section manages the state's Brownfields programs. These programs are funded by the U.S. EPA and currently include the Voluntary Remediation/Targeted Brownfields Assessment and the BCRLF Grants.

The BCRLF is a revolving loan fund that provides funds to private and public lenders for eligible cleanup activities at brownfields sites.

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

### **A. SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere the following schedule:

<b><u>Action</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
Issue RFP	Agency	December 7, 2004
Distribution List Response	Potential Offerors	December 17, 2004
Deadline for Receipt of Written Questions	Potential Offerors	January 5, 2005
Response to Written Questions/ RFP Amendments	Agency	January 12, 2005
<b>Deadline for Proposal Submission</b>	<b>Offerors</b>	<b>January 19, 2005</b>



Proposal Evaluation	Evaluation Committee	January 20- February 2, 2005
Notification of Finalist(s)	Procurement Manager	February 4, 2005
Best and Final Offers	Offeror	February 9, 2005
Oral Presentation by Finalists	Offeror	February 11, 2005
Selection of contractor	Agency	February 15, 2005
Finalize Contract	Agency, Offeror	March 4, 2005
Contract Award	Agency	March 10, 2005
Protest Deadline	Offeror	March 25, 2005

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

### **1. RFP Issued**

This RFP is being issued by the Agency on December 7, 2004. Agency will advertise its release in the Albuquerque Journal. An advertisement will also be placed on the agency's website and available at the following address:  
<http://www.nmenv.state.nm.us/NMED/asd.html#PB>. Copies of the RFP can be obtained from the Procurement Manager, as identified above.

### **2. Distribution List Response Due**

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned for receipt the by close of business on December 17, 2004. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

**3. Deadline to Receive Written Questions**

Potential offerors may submit written questions as to the intent or clarity of this RFP; the last day written questions will be accepted will be at the close of business on January 5, 2005. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

**4. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on January 12, 2005 to each potential offerors whose organization appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

**5. Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR HIS DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON January 19, 2005.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager only at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the BROWNFIELDS CLEANUP REVOLVING LOAN FUND FINANCIAL MANAGEMENT SERVICES Request for Proposals. Proposals submitted by facsimile or email will not be accepted.

A public log will be kept of the names of all offeror organizations which submit proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

**6. Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee comprised of a minimum of 3 representatives from the Agency. The evaluation

process is anticipated to take place between January 20, 2005 and February 2, 2005. During this time, the Procurement Manager may at his option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

**7. Notification of Finalist(s)**

Contracts may be awarded based solely on evaluation of the proposals submitted. If one proposal has significantly higher evaluations and is surpassingly superior relative to other proposals and all reviewers agree the potential contractor is able to do the work, then the contract will be awarded to that contractor with additional negotiation for a best and final offer, if necessary. If such is the case, oral presentations will be deemed unnecessary. If no proposal(s) has/have significantly higher evaluations and is/are not surpassingly superior relative to other proposals a competitive range of contractors will be developed. These finalists will include all other contractors who show a likelihood of receiving an award. The evaluation committee will select these finalists and the Procurement Manager will notify the finalists starting February 4, 2005. Only finalists will be invited to participate in the subsequent steps of the procurement. The final schedule for oral presentations, if required, will be determined at this time.

**8. Best and final Offers**

Finalist offerors will be given the opportunity to clarify or amend their proposals for the purpose of obtaining best and final offers by February 9, 2005.

**9. Oral Presentation by Finalists**

If deemed advantageous to the selection process by NMED, a decision will be made to proceed with oral presentations by finalists. For example, if four proposals are deemed highly responsive, those four finalists will be scheduled for oral presentations and from that group, an offeror will be selected as contractor.

The Evaluation Committee's report on the proposals submitted will result in a short list of finalists. Depending on the number of finalists and the nature of the proposals, the finalists may be required to present their proposals to the Evaluation Committee via oral presentations. Oral presentations will take place on February 11, 2005. The Procurement Manager will schedule the time for each

offeror presentation. Each presentation will be limited to a maximum of 30 minutes duration with an additional 15 minutes for questions and answers. All offeror presentations will be held in the Santa Fe, New Mexico at a location to be announced.

**10. Announcement of Winning Offers**

The Evaluation Committee will meet on February 14, 2005. The Committee will discuss the scores for the oral presentations and will select the winning offeror. The winning offeror will be announced on February 15, 2005.

**11. Finalize Contracts**

A contract will be finalized with the most advantageous offer by March 4, 2005 2005. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the procurement as the Department may deem in the best interests of the state.

**12. Contract Award**

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the Department will award on March 10, 2005. This date is subject to change at the discretion of the Agency. The contract award may be subject to the completion of contract negotiations and appropriate state approvals.

The contract shall be awarded to the offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

**13. Protest Deadline**

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on March 25, 2005. Protests must be written and must include the name and address of the protestor and the

RFP number and title. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the New Mexico Environment Department (NMED). EPA will review only those disputes or protests that may have violated federal law or regulations. NMED alone will be responsible, in accordance with good administrative practice and sound business judgment, for protests or disputes arising from this procurement. The protest must be delivered to:

Christine D. Bynum  
New Mexico Environment Department N2200  
1190 St Francis Drive  
Santa Fe, New Mexico 87505  
Mailing Address:  
P.O. Drawer 26110  
Santa Fe, New Mexico 87502-0110  
(505) 827-2754

Protests received after the deadline will not be accepted.

**C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the following:

State Purchasing Agent's procurement regulations, GSD Rule 1.4.1NMAC  
State Personnel Board per Diem and Mileage Act, Rule 95-1 (Appendix G)  
40 CFR, Part 31 "Uniform Administrative Requirements" (Appendix G)  
40 CFR, Part 32 "Government wide Debarment & Suspension and Drugfree Workplace Requirements" (Appendix G)  
40CFR, 33.1030 "Model Clauses" (Appendix G)  
40CFR, Part 34 "Restrictions on Lobbying"  
40CFR, Part 35, Subpart O "Cooperative Agreements & Superfund State Contracts for Superfund Response Actions" (Appendix G)  
Executive Order Number 11738 "Clean Air & Water Act Compliance"  
Executive Order Number 11246 "Equal Employment Opportunity"  
Public Law 100-464 #8136.  
OSHA 29 CFR 1910 (Appendix G)

Copies of regulations are available on the web; most are in Appendix F. The Procurement Manager has established a Procurement Library of these regulations. Offerors may review the materials in the library by contacting the Procurement Manager and scheduling an appointment. Other than offeror-reproduced copies, materials cannot be removed from the library. As a service to the potential offerors, the Procurement Manager's staff will make copies at a cost of \$0.35 per page. Payment will be made at time of copying and tendered by check to the New Mexico Environment Department.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate acceptance of the Conditions Governing the Procurement section in a letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used. If a subcontractor will be required to complete work, subcontractor cost and activity must be explained. Additionally, the successful offeror is required to apply the six Affirmative Action Steps for soliciting subcontract proposals from minority business enterprises, women's business enterprises, and labor surplus area firms (40 CFR Parts 31.36(e)(2) & 35.6580), should subcontractors be used. Use of subcontractors will require prior written approval of NMED.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred and twenty (120) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the NMED shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is approved by the DFA and other appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.



14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix D, "Sample Contract". The Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix D, that offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Agency.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in the contractor's representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or

activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. Certifications & Documentation

The following documents must be included with the RFP, without any one of these documents the RFP will be deemed incomplete and will not be sent to the Evaluation Committee for consideration:

- A) EPA "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form (Attached, Appendix B) completed, signed, and dated in black ink.
- B) Superfund "Certification Regarding Lobbying" form (Attached, Appendix B) completed, dated, and signed in black ink.
- C) "Certification Regarding Drug-Free Workplace Requirements" form (Attached, Appendix B) completed, dated, and signed in black ink.
- D) NMED "Certification of Independent Price Determination" form (Attached, Appendix B) completed, dated, and signed in black ink.
- E) "EPA Conflict of Interest Form" (Attached, Appendix B) completed, dated, and signed in black ink.
- F) Completed reference form giving contact information on three people, businesses or organizations that are knowledgeable of the contractor's past work experience (Attached, Appendix F).

26) Compliance with US Environmental Protection Agency Regulations

The contractor must comply with contractual terms and conditions that include New Mexico Environment Department Regulations and Environmental Protection Agency Regulations (40 CFR Parts 31, 32, 33, 34 and 35; Attached, Appendix G).

27) Records Retention

The successful offeror will be required to retain project records for a minimum of ten (10) years after the completion of the work (40 CFR Part 36.6705).

28) Employment

The successful offeror will be prohibited from accepting employment from any party other than NMED or a Federal Agency for five years after contract termination for work related directly to the site unless NMED provides a written release on which EPA has concurred (40 CFR Part 35.6550(b)(ii)).

29) Prohibition of Data Distribution

Successful Offeror will be prohibited from providing any data generated or otherwise obtained by the Contractor to any party other than NMED or EPA during the life of the contract and for five years after end of contract (40 CFR Part 35.6550(b)(ii)).

30) Potentially Responsible Party Disclosure:

Pursuant to 40 CFR Part 35.6550(b)(1)(2), the successful offeror will be required to disclose all information pertaining to any financial and/or business relationships with identified potentially responsible party(ies) where investigative work is planned or undertaken and will be required to notify NMED of any conflicts of interest.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Each offeror shall submit only one unique response to this RFP.

**B. NUMBER OF COPIES**

Offerors shall deliver one original and three (3) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date (December 17, 2004) and time (close of business) for receipt of proposals.

**C. PROPOSAL FORMAT**

The following describes exactly how each proposal is to be organized. Only proposals that are deemed complete and responsive will be evaluated. Responses consisting solely of pre-printed marketing materials will be deemed unresponsive and will be rejected on that basis. Proposals that do not adhere to both the prescribed content and format specified below, or that omit information requested, may be rejected by the evaluation committee and may not be evaluated. Any assumptions used in responding should be clearly stated.

**Proposal Organization**

The proposal will consist of a description of Offeror's Qualifications pertaining to NMED's anticipated work needs and required appendices.

The proposal shall be limited in format and length. Pages will be 8 1/2" x 11" with tabulated information and/or figures allowed up to 11" x 17" in size. Length of the main body of the proposal (Description of offerer's qualifications) shall be limited to (10) pages, single sided, 12-font, including tables and/or graphic materials. Materials excluded from the 10 page limit shall include:

- Front and Back cover, submittal letter, table of contents, divider pages
- Required forms (Attachment A)
- Description of key projects (up to 15 pages allowed as Attachment B)
- Resumes of key personnel (Attachment C) (no page limit)
- General Cost Detail Form (Attachment D).
- References (minimum of three) (Attachment E)

The proposal must be organized and indexed in the following format and must contain, at a minimum, all items listed in the sequence indicated.

## **Summary of Experience- Financial Management Services**

- Outline prime contractor's qualifications for the anticipated work needs outlined in Section I.B, above. Specify any subcontractors to be used. Provide a written summary of the offeror's strengths and specialties in relation to loan programs. Provide specific Qualifications and Experience summary in Attachment B that includes specific projects. Please note : there is a page limit of 15 pages for Attachment B. Provide information about the company that demonstrates its ability to meet schedules, accommodate cost concerns, provide and retain skilled professionals, and meet the specified project administration requirements.
- Provide a description of the experience, training, and labor category of key personnel. Identify key contact personnel that will communicate directly with NMED regularly over the course of the contract. NMED requires that the key professional personnel listed in the proposal actually conduct the work assigned. Change of key personnel must be approved by NMED prior to commencement of tasks. Resumes of key personnel should be included in Attachment C (no page limit).

## **Financial Stability**

Provide evidence that the offeror's financial stability and ability to perform the proposed work, including insurance and bonding. Financial statements certified by a licensed accountant should be provided.

**Attachment A Required Forms (see Appendix B this RFP, include proof of insurance)**

**Attachment B Qualifications and Experience (Key Projects)**

**Attachment C Resumes of Key Personnel (No Page Limit)**

**Attachment D Cost Detail Form**

**Attachment E References (minimum of 3)**

**Attachment D -** Provide a standard fee schedule for professional services to include hourly rates for labor categories and any other anticipated fees and costs in table format shown in Appendix C of this RFP. Labor categories as defined on the standard fee schedule shall be adhered to. Include all anticipated costs and fees. NMED will only be able to pay invoiced items that correspond with categories included in the final approved fee schedule.

**Attachment E -** Provide contact information for at least three people that are knowledgeable of the offeror's financial work experience performed by the key technical

personnel included in Appendix C. These should be people that represent businesses or organization for which the offeror has recent (within past 5 years) work experience. A reference form has been included in Appendix E of this RFP.

**Any proposal that does not adhere to the requirements specified above may be deemed non-responsive and rejected on that basis.**

## **IV. EVALUATION**

### **A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point value assigned to each. These weighted factors will be used in the evaluation of individual offeror proposals. Only finalist offerors will receive points for oral presentation.

#### **100    Quality of the Response**

- Is the proposal clear and well presented?
- Is the proposal thorough?
- Were there significant deviations from the required proposal format?

#### **400    Experience**

Has the offeror demonstrated the ability to perform and complete the majority of the anticipated work elements specified in I.B. Has the offeror presented key personnel with an exceptional level of experience. Does the offeror have experience managing similar type(s) of loan funds. What experience does the offeror have in the area of financing redevelopment, brownfields, or similar fields.

#### **300    Standard Fee Schedule Costs**

- Evidence of reasonable and competitive overall pricing as shown by the fee schedule.
- Were costs for subcontractors and surcharges properly explained?

#### **200    References**

- How did references rate offeror's work?
- When did reference last employ offeror?
- How did references rate offeror's timeliness and dependability?

- How did references rate offeror's price?
- How did references rate offeror's professional attitude?
- Would references hire offeror again?

**B. ORAL PRESENTATION**

Oral presentations may be required as part of the evaluation. If oral presentations are required, finalists will be notified. Finalist offerors will be awarded up to an additional 400 points for their oral presentation based upon clarity of presentation, ability to answer both technical and application questions, and a demonstrated ability to complete the tasks to NMED's satisfaction.

**C. EVALUATION PROCESS**

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section IV which have been assigned a point value. The responsible offeror(s) with the highest scores will be selected as finalist offeror(s) based upon the proposals submitted. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror(s) whose proposal(s) are most advantageous to the Agency, taking into consideration the evaluation factors in Section IV, will be recommended for contract award to the agency management as specified in Section II, Paragraph B.12. Please note that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.



**Appendix A**  
**Acknowledgement of Receipt Form**

**REQUEST FOR PROPOSALS**  
**Brownfields Clean up Revolving Loan Program Fund Manager**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 4:00 PM Mountain Standard Time on JANUARY 19, 2005. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Respondent does/does not (circle one) intend to respond to this Request for Proposals.

Rick Shean  
New Mexico Environment Department  
Ground Water Quality Bureau  
Remediation Oversight Section  
Harold Runnels Building, N2200  
1190 St. Francis Drive  
Santa Fe, New Mexico 87505  
rick\_shean@nmenv.state.nm.us

**Mailing Address**

P.O. Box 26110  
Santa Fe, New Mexico 87502  
Phone # (505) 476-3658  
Fax (505) 827-2965

**Appendix B**  
**Certifications and Documents (FORMS)**

# U.S. Environmental Protection Agency

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

Date

\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

A. The undersigned contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace (all locations, including jobsite) and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition for employment under the contract, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the award agency within ten days after receiving notice under subparagraph (d)(2) from an employee, or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific project:

Place of Performance (street address, city, county, state, zip code):

---

---

---

---

Signature of Organization Head Who Has Authority to Commit Organization Performance

Date

Typed Name & Title

Name of Organization

*Note: Use of this format is optional. You may use this format or you may put this same information on your letterhead.*



## New Mexico Environment Department

### EPA CONFLICT OF INTEREST FORM

(Must be included with Bid or Proposal) #GWQB 05-001

#### Brownfields Clean up Revolving Loan Fund Program Fund Manager

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (2), the undersigned contractor certifies that it will notify the New Mexico Environment Department of any actual, apparent, or potential conflict of interest regarding any individual working on a contract assignment or having access to information regarding the contract. This notification shall include both organizational conflicts of interest and personal conflicts of interest.

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, ZIP Code)

Conflict of Interest

**New Mexico Environment Department**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(Must be included with Bid or Proposal) **#GWQB 05-001**

**Brownfields Clean up Revolving Loan Fund Program Fund Manager**

In accordance with the United States Environmental Protection Agency Code of Federal Regulations, Title 40, Section 35.6550 (b) (3) and Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 of the State of New Mexico, the undersigned contractor certifies that no collusion as defined by Federal and State antitrust laws, occurred during the preparation of the bid or proposal submitted herewith.

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Mailing Address if Different)

\_\_\_\_\_  
(City, State, ZIP Code)

Independent Price Determination

**Appendix C**  
**General Cost Detail Form**

# **GENERAL COST DETAIL FORM**

## **Rate Schedule**

Description/Item	Rate	Unit	Comments/Key Personnel
<b>Labor Category</b>			
President			
Vice President			
Loan Officer			
Administrative Secretary			
Contracting Officer			
Information Technology Manager			
Word Processor/Data Entry			
<b>Travel</b>			
Per Diem			
<b>Supplies</b>			
Copies			
Mail			
Telephone			
Overnight Delivery			
<b>Other Potential Costs</b>			
Subcontracting Fee			
ODCs, not listed above, at cost plus			
Rental Equipment, not listed above, at cost plus			

Note: This form is an example, please supply a detailed list of the labor categories, equipment and supplies that the offer proposes to use on this contract. Only items accounted for on the General Cost Detail Form can be charged to the contract.

**Appendix D**  
**Sample Contract**

**STATE OF NEW MEXICO  
ENVIRONMENT DEPARTMENT**

**PROFESSIONAL SERVICES/SERVICES CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT is made and entered into by and between the New Mexico Environment Department, hereinafter referred to as the "NMED", and., hereinafter referred to as the "CONTRACTOR" IT IS HEREBY AGREED between the parties:

**1. SCOPE OF WORK**

The CONTRACTOR shall render the following services:

A. The CONTRACTOR shall perform services as specified in the attached scope of work which is hereby incorporated and made part of this contract as Attachment A.

B. The CONTRACTOR must satisfy all Federal, State and Local statutes, regulations, and ordinances related to health and safety practices

C. The CONTRACTOR shall provide witnesses and documentation of activities performed and costs incurred under this contract upon request to State or Federal agencies during the period of ten years from termination of this contract, or until any cost recovery action related to the site(s) is completed, whichever is longer, and must obtain written approval from the NMED before destroying any records. The CONTRACTOR shall be entitled to fair and just compensation for any such activities performed.

**2. COMPENSATION**

Upon receipt and audit of detailed and certified statements of services, NMED will pay the CONTRACTOR in the following manner:

A. NMED shall compensate the CONTRACTOR for work satisfactorily performed hereunder for specific services and materials at the rates outlined in the payment schedule which is hereby incorporated and made part of this contract as Attachment B. NMED's Project Officer will determine if work was performed satisfactorily.

B. Payment shall be made to the CONTRACTOR upon receipt of detailed, certified Invoices. Such invoices shall be submitted to the attention of NMED Ground Water Quality Bureau, Voluntary Remediation Program, P.O. Box 26110, Santa Fe, New Mexico 87502. Invoices shall be submitted by the CONTRACTOR on a monthly basis and shall include the charges for one site only and shall include the site name.

C. The Contractor shall be liable for any and all applicable New Mexico Gross Receipts Tax levied on the amounts payable under the contract.

D. The total amount of funds to be paid under this contract will not exceed \$100,000.00 including Gross Receipts Taxes.

### **3. TERM**

This contract will become effective upon approval by the Department of Finance and Administration. This contract will terminate on January 31, 2007 unless terminated pursuant to paragraph 4, below.

### **4. TERMINATION**

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice (delivered by

certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by NMED for its convenience, provided that the CONTRACTOR is given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is effected by NMED, an equitable adjustment in the price provided for in this contract shall be made, but: (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to NMED because of the CONTRACTOR's default. If termination for default is effected by the Contractor, or if termination for convenience is effected by NMED, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.

D. Upon receipt of a termination action under paragraphs A or B above, the CONTRACTOR shall: (1) promptly discontinue all affected work (unless the notice directs otherwise); and (2) deliver or otherwise make available to NMED all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may



have been accumulated by the CONTRACTOR in performing this contract whether completed or in process.

E. Upon termination under paragraphs A or B above, NMED may take over the work and may award another party a contract to complete the work under this contract.

F. If, after termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of NMED. In such event, adjustment of the contract price shall be made as provided in paragraph C of this clause.

## **5. REMEDIES**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between NMED and the CONTRACTOR arising out of or relating to this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of New Mexico.

## **6. STATUS OF CONTRACTOR**

The CONTRACTOR, and his employees and agents, are independent contractors performing services for NMED and are not employees of the State of New Mexico. The CONTRACTOR, his employees, and agents will not receive leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this contract.

## **7. ASSIGNMENTS**

The CONTRACTOR will not assign or transfer any interest in this contract nor assign any claims for money due or to become due under this contract without prior written approval by NMED.

## **8. SUBCONTRACTING**

The contract is based on the personal skill and reliability of the CONTRACTOR. The CONTRACTOR may not subcontract any portion of the services to be performed under this contract without the prior written approval of NMED. NMED reserves no right to direct, supervise or control the manner or method of performance of services by any such subcontractors, servants, employees and agents of the CONTRACTOR. The CONTRACTOR and lower tier contractors, must comply with applicable clauses from 40 CFR 35.6610, 35.6550, 35.6555, and 35.6560, 35.6575, 35.6585, 35.6595 and 33.1030 as follows:

- (a) 40 CFR 35.6595 (a) Each contract must be a sound and complete agreement and include the following provisions:
  - (1) Nature, scope and extent of work to be performed;
  - (2) Time frame for performance;
  - (3) Total cost of the contract and;
  - (4) Payment provisions.
- (b) Part 23 of this contract. "Responsibility of the Contractor," paragraph F.
- (c) Part 23 of this contract, "Responsibility of the Contractor," paragraph H;
- (d) Part 13 of this contract, "Product of Services, Copyrights";

- (e) Part 14 of this contract, "Conflict of Interest";
- (f) Part 15 of this contract, "Amendment";
- (g) 40 CFR 35.6560 The CONTRACTOR must consult the most current "List of Parties Excluded from Federal Procurement or Non-procurement Programs," to ensure that subcontractors awarded contracts are not prohibited from participation in assistance programs. The CONTRACTOR must not make any award or permit any subcontract, at any tier, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12549.
- (h) 40 CFR 35.6550(a) (8) The CONTRACTOR may award subcontracts only to responsible contractors as described in 40 CFR 31.36 (b) (8). Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (i) Part 18 of this contract, "Equal Opportunity";
- (j) 40 CFR 35.6555 (a) (6) and C;
- (k) 40 CFR 35.6610(e) The Federal cost principles in 40 CFR 31.22;
- (l) 40 CFR 35.6575 (a) The prohibited types of contracts;
- (m) 40 CFR 35.6585 The cost, price analysis, and profit analysis requirements;
- (n) 40 CFR 35.6595 (b) (1) (2) (3) (5) and (c);
- (o) 40 CFR 35.6555 (b) (2) Competition;
- (p) 40 CFR 33.1030 (3) (b) and (c);
- (q) Part 4 of this contract, "Termination";

- (r) Part 5, of this contract, "Remedies";
- (s) Part 9 of this contract, "Records and Audits";
- (t) Part 22 of this contract, "Covenant Against Contingent Fees";
- (u) Part 17 of this contract, "Gratuities";
- (v) Part 23 of this contract, "Responsibility";
- (w) Part 11 of this contract, "Release";

## **9. RECORDS AND AUDIT**

A. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance on EPA-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and in accordance with 40 CFR 35.6700 - 6710. The requirements in 40 CFR Part 30 are supplemented by 40 CFR, Part 35, Subpart 0 and 40 CFR 31.42 in effect on the date of execution of the contract. The CONTRACTOR shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.30 for any negotiated contract changes and/ or sub-awards and a copy of the cost summary submitted to NMED. The EPA, the Comptroller General of the United States, the United States Department of Labor, NMED, and the State of New Mexico or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection.

B. This is a formally advertised, competitively awarded, fixed price contract, as such the CONTRACTOR agrees to make paragraphs A through G of this clause applicable

to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the CONTRACTOR agrees to make paragraphs A through G applicable to all contracts to be awarded in excess of ten thousand dollars (\$10,000) at any tier, and to make paragraphs A through G of this clause applicable to all change orders directly related to project performance.

C. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

D. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraphs A and B of this clause to any of the agencies referred to in paragraph A.

E. Records under paragraphs A and B above shall be maintained by the CONTRACTOR during performance of EPA-assisted work under this contract and for at least ten years after the date of final payment by NMED. In addition, those records which relate to any controversy arising from work performance under an EPA assistance agreement or to litigation or audit exception relative to such performance shall be maintained by the CONTRACTOR for at least ten years after the date of resolution of such litigation or audit exception or from termination of this contract, as stated in Part 1 (C) of this contract. No project records will be destroyed without written authorization from the Secretary of NMED.

F. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph A of this clause shall have access to records at any reasonable time for as long as the records are maintained.

G. This right of access clause applies to financial records pertaining to all contracts (except formally advertised, competitively awarded, fixed price Contracts) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract, and pertains to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the contract is terminated for default or for convenience.

H. The CONTRACTOR will maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMED, the Department of Finance and Administration, and the State Auditor and/or its agents and designees. NMED will have the right to audit billings both before and after payment; payment under this contract shall not waive the rights of NMED to recover excessive, ineligible or illegal payments and/or payments made or obtained by fraudulent statements or acts of the CONTRACTOR.

I. The CONTRACTOR shall also be required to keep accurate, separate accounts for each phase of work at the site. All statements submitted for payment shall include separate costs identified for each site.

## **10. APPROPRIATIONS**

The terms of this contract are contingent upon sufficient appropriations and authorizations being made either by the Legislature of New Mexico or Congress of the United States for the compensation for services rendered under this contract. If sufficient appropriations or authorizations are not made, NMED may terminate this contract by sending written notice to the CONTRACTOR (delivered by certified mail, return receipt requested) ten (10) calendar days prior to termination of intent to terminate, provided the contractor is given an opportunity for consultation with NMED prior to termination. This agreement is subject to regulations contained in 40 CFR Parts 31,32,35 and applicable clauses in 40 CFR Part 33.1030 in effect on the date of the assistance award for this project.

NMED's decision as to whether sufficient appropriations are available will be accepted by the CONTRACTOR as final.

## **11. RELEASE**

The CONTRACTOR, upon final payment of the compensation due under this contract, releases NMED, its officers and employees, and the State of New Mexico, from all claims, liabilities and obligations whether contractual, tort, or any other type of claim arising from or under this contract. The CONTRACTOR agrees not to bind NMED to any obligation not assumed herein, unless the CONTRACTOR has express written authority from NMED. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract the CONTRACTOR shall execute and deliver to NMED a release of all claims against NMED arising under or by virtue of this contract, except claims which are specifically exempted by the CONTRACTOR to be set

forth therein. Unless otherwise provided in this contract, by state law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of NMED's claims against the CONTRACTOR or its sureties under this contract.

## **12. CONFIDENTIALITY**

Any information given to or developed by the CONTRACTOR in the performance of this contract will be kept confidential and will not be made available to any individual, organization, or other entity by the CONTRACTOR without prior written approval of NMED. CONTRACTOR shall direct all requests for information concerning the subject matter or performance of this contract to NMED for response.

## **13. PRODUCT OF SERVICES; COPYRIGHTS**

All materials developed or acquired by the CONTRACTOR under this contract will become the property of the State of New Mexico and will be delivered to NMED no later than the termination date of this contract. Nothing produced in whole or in part, by the CONTRACTOR under this contract will be the subject of an application for copyright by or on behalf of the CONTRACTOR.

The CONTRACTOR is hereby notified, pursuant to 40 CFR 35.6595 (b) (3) of EPA requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the conduct of work under a contract, including EPA requirements and regulations pertaining to copyrights and rights in data contained in 40 CFR 31.34.



#### **14. CONFLICT OF INTEREST**

The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. The CONTRACTOR shall comply with the provisions of Sections 10-16-1 through 10-16-18 NMSA 1978 which require disclosure in writing to the Office of the Secretary of State of New Mexico of the receipt of more than five thousand dollars (\$5,000) in the aggregate from one or more State Agencies in any one twelve-month period through rendering professional services.

The CONTRACTOR shall not accept employment from any party other than State or Federal agencies for work directly related to a site where for a period of five years from termination of this contract, or until any cost recovery action related to the site is completed, whichever is longer, unless he has received a written release from this restriction from NMED, which includes an EPA concurrence.

The CONTRACTOR also agrees to notify the Ground Water Quality Bureau of NMED of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding the contract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). In the event that a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict of

interest situation. The CONTRACTOR must certify disclosure of "Potentially Responsible Party" (PRP) status or must certify that no such information exists. The CONTRACTOR also agrees to disclose any PRP status information discovered after the contract is awarded.

#### **15. AMENDMENT**

This contract will not be altered, changed or amended except by a written document signed by the parties hereto.

- (1) NMED may at any time by written order make changes within the Scope of Work of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract whether or not changed by any order, NMED shall make an equitable adjustment and modify this contract in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives NMED's notification of change, unless NMED grants additional time before the date of final payment.
- (2) No services for which the CONTRACTOR will charge an additional compensation shall be furnished without the written authorization of NMED.

#### **16. SCOPE OF CONTRACT**

This contract incorporates all of the agreements, covenants and understandings (including any attachments, exhibits, and/or appendices) between the parties concerning the subject matter of this contract and all such agreements, covenants and understandings have been merged into this written contract. No prior agreement, covenant, or understanding, oral or written, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

### **17. GRATUITIES**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

In addition, if NMED finds after a notice and hearing that the CONTRACTOR or any of the CONTRACTOR'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of NMED, the State of New Mexico, or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, NMED may, by written notice to the CONTRACTOR, terminate this contract. NMED may also pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which NMED bases such findings shall be in issue and may be reviewed in proceedings under the Remedies Clause of this contract.

In the event this contract is terminated as provided in the above paragraph, NMED may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR, and as a penalty, in addition to any other

damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by NMED) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

## **18. EQUAL OPPORTUNITY**

The CONTRACTOR agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this contract. If the CONTRACTOR is found to be not in compliance with these requirements during the term of this contract, the CONTRACTOR agrees to take appropriate steps to correct these deficiencies. The CONTRACTOR also agrees to abide by 40 CFR 35.6580, Small, Minority, Women's and Labor Surplus Area Business, which requires NMED, the CONTRACTOR and any Subcontractors to take affirmative action steps to assure that small, minority, and women's businesses are awarded a fair share of contracts. These affirmative steps shall include the following:

- (1) Including qualified small, minority, and women's businesses on solicitation lists;

- (2) Assuring that small, minority and women's businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses;
- (4) Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- (5) Using the services and assistance of the Small Business Administration and the Office of Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
- (6) If subcontracts are to be let the prime CONTRACTOR must take the affirmative steps listed in 1 through 5 of this section.

#### **19. APPLICABLE LAW**

This contract will be governed by the laws of the State of New Mexico. The Contractor must comply with Department Regulations, EPA regulations (40 CFR Parts 31, 32 and 35). NMED and the CONTRACTOR also agree that this and other appropriate clauses in 40 CFR 33.1030 (1987) apply to services eligible for EPA assistance to be performed under this contract and that these clauses supersede any other conflicting provisions of this contract.

## **20. INDEMNIFICATION**

The CONTRACTOR agrees to indemnify NMED and the State of New Mexico from all claims, demands, actions, damages, costs, interests, attorney fees and all other liabilities and expenses of any kind, from any source, which may arise out of the performance of this contract, if caused by the tortious act or omission of the CONTRACTOR, its employees or agents.

## **21. COST AND PRICING DATA**

THE CONTRACTOR and its subcontractors shall submit cost or pricing data in support of their proposals to NMED. CONTRACTOR and subcontractors must submit their cost or price data on EPA Form 5700-41, "Cost or Price Summary Format for Sub-agreement Under U.S. EPA Grants" or in another format which provides information equivalent to that required by EPA Form 5700-41.

## **22. COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this assurance, NMED shall have the right to annul this contract without liability or, at its discretion to deduct from the

contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### **23. RESPONSIBILITY OF THE CONTRACTOR**

A. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the CONTRACTOR under this contract. If the contract involves environmental measurements or data generation, the CONTRACTOR shall comply with EPA quality assurance requirements in 40 CFR 30.503 and 40 CRF 31.45. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

B. The CONTRACTOR shall perform the services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on September 12, 2000.

C. NMED's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of his work. Neither NMED's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.

D. The CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to NMED or EPA caused by the CONTRACTOR'S negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to NMED, NMED furnished data or any third party. The CONTRACTOR shall not be responsible for any time delays in the project caused by circumstances beyond the CONTRACTOR'S control.

E. The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances under this contract or State law and in no way diminish any other rights that NMED may have against the CONTRACTOR for faulty materials, equipment or work.

F. In accordance with 40 CFR 35.6595 (b) (1), the CONTRACTOR and/or subcontractor shall comply with mandatory standards and policies on energy efficiency contained in the State's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L., 94-163).

G. In accordance with 40 CFR 33.1030 (2), this contract is fully funded with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to regulations contained in 40 CFR Part 31, 32, 35 in effect on the date of the assistance award for this project.

H. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental



Protection Agency regulations (40 CFR Part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

#### **24. COMPLIANCE WITH FEDERAL GRANT CONDITIONS**

The CONTRACTOR shall abide by all grant conditions set out in NMED's Voluntary Remediation Program's Cooperative Agreement Award dated September 12, 2000 from the United States Environmental Protection Agency to the State of New Mexico, as amended, attached hereto as Attachment C and hereby incorporated by reference.

#### **25. LIABILITY INSURANCE**

A. The CONTRACTOR warrants that it shall, at all times during the term of this contract, have and keep in force liability insurance in at least the amount of the applicable limits in the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto. Such insurance shall be written by an insurance company licensed to do the business in New Mexico and shall cover all liability which might arise from the provision of services under this contract.

B. The CONTRACT shall immediately notify NMED upon the cancellation of any insurance policy required by this article.

C. The CONTRACTOR shall provide Worker's Compensation Insurance for its employees as required by New Mexico law.

#### **26. LITIGATION RESPONSIBILITIES**

A. The CONTRACTOR may be called upon to provide factual and expert testimony on behalf of NMED in lawsuits regarding the site. The CONTRACTOR may be required to provide consultation and serve as a trial witness on issues relating to the subject matter of this contract. The hourly rates for expert testimony will be at the same multiplier as other work carried out under this contract. Reimbursement for factual testimony will be made according to applicable state laws, rules, and requirements.

B. Certain reports or other work may be undertaken at the direction of government attorneys. Such work shall constitute trial preparation and may not be disclosed without prior consent of those attorneys.

C. 40 CFR 33.1030 (1): The contractor agrees that this and other appropriate clauses in 40 CFR 33.1030 apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

D. 40 CFR 1030 (14): Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract by State Law or otherwise expressly agreed to by the parties to this contract, final payment under this contract, or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution by the Contracts Review Bureau of the Department of Finance & Administration, below.

STATE OF NEW MEXICO

CONTRACTOR

By: \_\_\_\_\_  
NMED Secretary

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID. Number: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix E**  
**Reference Form**

## CONTRACTOR REFERENCES

### Brownfields Clean up Revolving Loan Fund Program Fund Manager

Offeror is required to fill in contact information for three references of those who are familiar with the offeror's performance.

#### Reference Number 1

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_  
(Mailing Address) City State Zip

Project last completed for Firm: \_\_\_\_\_

Date of last project: \_\_\_\_\_

#### Reference Number 2

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_  
(Mailing Address) City State Zip

Project last completed for Firm: \_\_\_\_\_

Date of last project: \_\_\_\_\_

#### Reference Number 3

Name of contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_  
(Mailing Address) City State Zip

Project last completed for Firm: \_\_\_\_\_

Date of last project: \_\_\_\_\_

**Appendix F**  
**Pertinent Regulations**

**Federal Regulations:**

**40 CFR 31**

**40 CFR 32**

**40 CFR 35**

**TITLE 2            PUBLIC FINANCE**  
**CHAPTER 42    TRAVEL AND PER DIEM**  
**PART 2           REGULATIONS GOVERNING THE PER DIEM AND MILEAGE ACT**

**2.42.2.1           ISSUING AGENCY:** Department of Finance and Administration.  
[2.42.2.1 NMAC - N, 07/01/03]

**2.42.2.2           SCOPE:** In accordance with Section 10-8-1 to 10-8-8 NMSA 1978 (1995 Repl. Pamp.), 2.42.2 NMAC governs the payment of per diem rates and mileage and the reimbursement of expenses for all salaried and non-salaried public officers and employees of all state agencies and local public bodies, except:

A.           state legislators; and  
B.           public officials and employees of state educational institutions specified in Article 12, Section 11 of the New Mexico Constitution and institutions defined in Chapter 21, Articles 13, 14, 16 and 17 NMSA 1978 (hereinafter “public postsecondary educational institutions”). If an official or employee of a public postsecondary educational institution is also a salaried or nonsalaried public officer or employee of any other state agency or local public body, these regulations shall apply when the person seeks payment of per diem rates and mileage or reimbursement of expenses in the capacity of a salaried or nonsalaried public officer or employee of a governmental entity other than a public postsecondary educational institution.  
[2.42.2.2 NMAC - Rn, DFA Rule 95-1, Section 1.A, 07/01/03]

**2.42.2.3           STATUTORY AUTHORITY:** These regulations are promulgated pursuant to authority granted in Section 10-8-5(A) and Section 9-6-5(E) NMSA 1978.  
[2.42.2.3 NMAC - Rn, DFA Rule 95-1, Section 1.B, 07/01/03]

**2.42.2.4           DURATION:** Permanent  
[2.42.2.4 NMAC - N, 07/01/03]

**2.42.2.5           EFFECTIVE DATE:** November 30, 1995  
[2.42.2.5 NMAC - N, 07/01/03]

**2.42.2.6           OBJECTIVE:** To govern the payment of per diem rates and mileage and the reimbursement of expenses for all salaried and non-salaried public officers and employees of all state agencies and local public bodies except those set forth in Subsections A and B of 2.42.2.2 NMAC.  
[2.42.2.6 NMAC - N, 07/01/03]

**2.42.2.7           DEFINITIONS:** As used in this Rule:

A.           “Agency head” means:  
              (1)        the cabinet secretary of departments and their administratively attached boards and commissions;  
              (2)        the director for other agencies and institutions and their administratively attached boards and commissions;  
              (3)        the superintendent of regulation and licensing for boards and commissions attached to the regulation and licensing department;  
              (4)        the chairperson, president or executive secretary for remaining boards and commissions;  
and  
              (5)        the chief executive, chief administrative officer, or governing body for local public bodies.  
B.           “Board or committee meeting” means the formal convening of public officers who comprise a board, advisory board, commission or committee even if no further business can take place because of the lack of a quorum.  
C.           “Designated post of duty” means the address of a public officer’s or employee’s assignment as determined by the agency.  
D.           “Employee” means any person who is in the employ of any New Mexico state agency or local public body within New Mexico whose salary is paid either completely or partially from public money but does not include jurors or jury commissioners.



- E. "Governmental entity" means a New Mexico state agency or local public body within New Mexico.
- F. "Home" means:
- (1) for per diem purposes, the area within a 35-mile radius of the place of legal residence as defined in Section 1-1-7 NMSA 1978 (1995 Repl. Pam.);
  - (2) for mileage purposes, the place of legal residence as defined in Section 1-1-7 NMSA 1978 (1995 Repl. Pam.). See appendix A for a copy of Section 1-1-7 NMSA 1978.
- G. "Local public body" means every political subdivision of the state, whether created under general or special act including, but not limited, to counties, municipalities, drainage, conservancy, irrigation, school or other districts, that receives or expends public money from whatever source derived.
- H. "Nonsalaried public officer" means a public officer serving as a member of a board, advisory board, committee or commission who is not entitled to compensation, but is entitled to payment of per diem rates and mileage.
- I. "Out of state" means beyond the exterior boundaries of the state of New Mexico.
- J. "Public officer" means every elected or appointed officer of a governmental entity, including but not limited to:
- (1) officers of the judicial branch of state government, including judges;
  - (2) officers of the legislative branch of state government, except legislators; and,
  - (3) all board, advisory board, committee and commission members elected or appointed to a board, advisory board, committee or commission specifically authorized by law or validly existing as an advisory committee pursuant to Section 9-1-9 NMSA 1978.
- K. "Secretary" means the secretary of finance and administration.
- L. "Travel" means: for per diem purposes, being on official business away from home as defined in Subsection F above and at least 35 miles from the designated post of duty of the public officer or employee. However, non-salaried public officers are eligible for per diem for attending meetings in accordance with Subsection C of 2.42.2.8 NMAC and
- M. "Travel voucher" means a payment voucher submitted for the purpose of claiming reimbursement for travel expenditures.
- [2.42.2.7 NMAC - Rn, DFA Rule 95-1, Section 2, 07/01/03]

#### **2.42.2.8 PER DIEM RATES PRORATION:**

- A. **Applicability:** Per diem rates shall be paid to public officers and employees only in accordance with the provisions of this section. Per diem rates shall be paid without regard to whether expenses are actually incurred. Where lodging and/or meals are provided or paid for by the agency, the governing body, or another entity, the public officer or employee is entitled to reimbursement only for actual expenses under 2.42.2.9 NMAC.
- B. **Per diem rate computation:** Except as provided in Subsections C through I of this Section, per diem rates for travel by public officers and employees shall be computed as follows:
- (1) **Partial day per diem rate:** Public officers or employees who occasionally and irregularly travel shall be reimbursed for travel which does not require overnight lodging, but extends beyond a normal work day as follows:
    - (a) for less than 2 hours of travel beyond normal work day, none;
    - (b) for 2 hours, but less than 6 hours beyond the normal work day, \$12.00;
    - (c) for 6 six hours, but less than 12 hours beyond the normal work day, \$20.00;
    - (d) for 12 hours or more beyond the normal work day, \$30.00;
    - (e) "Occasionally and irregularly" means not on a regular basis and infrequently as determined by the agency. For example, an employee is not entitled to per diem rates under this subparagraph if the employee either travels once a week or travels every fourth Thursday of the month. However, the employee is entitled to per diem rates under this subparagraph if the employee either travels once a month with irregular destinations and at irregular times or travels four times in one month and then does not travel again in the next two months, so long as this is not a regular pattern.
    - (f) "Normal work day" means 8 hours within a nine-hour period for all public officers and employees both salaried and nonsalaried, regardless of the officers' or employees' regular work schedule.
  - (2) **Overnight travel:** Regardless of the number of hours traveled, travel for public officers and employees where overnight lodging is required shall be reimbursed as follows:

- (a) in state areas \$85.00
- (b) in state special areas \$135.00
- (c) out of state areas \$115.00;
- (d) or actual lodging and meal expenses under 2.42.2.9 NMAC.

(3) **Return from overnight travel:** On the last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed. Divide the number of hours traveled by 24. The hours remaining constitute the partial day which shall be reimbursed as follows:

- (a) for less than 2 hours, none;
- (b) for 2 hours, but less than 6 hours, \$12.00;
- (c) for 6 hours or more, but less than 12 hours, \$20.00;
- (d) for 12 hours or more, \$30.00.

(4) **Special area designations:** For all officers and employees, the in state special area shall be Santa Fe.

C. **Board, commission and committee members:** Nonsalaried public officers may receive per diem as follows:

(1) **Official board, commission and committee meetings:**

(a) **State nonsalaried public officers:** Nonsalaried public officers of the state may elect to receive either:

- (i) \$95.00 per meeting day for attending each board or committee meeting; or
- (ii) per diem rates in accordance with Subsection B of this Section.

(b) **Local nonsalaried public officers:** Nonsalaried public officers of local public bodies may elect to receive either:

- (i) \$95.00 per meeting day for attending each board or committee meeting day;

or

- (ii) per diem rates in accordance with subsection B of this Section provided that the local governing body has not established a lesser rate.

(c) **Municipal nonsalaried public officers:** Nonsalaried public officers of municipalities may elect to receive either:

- (i) \$95.00 per meeting day for attending each board or committee meeting; or
- (ii) per diem rates in accordance with Subsection B of this Section, provided

that the board or commission meeting is held outside of the municipal boundaries.

(2) **Other official meetings:** Nonsalaried public officers may receive per diem rates for travel on official business that does not constitute a board, advisory board, committee or commission meeting only in accordance with Subsection B of this Section.

(3) **Members serving in dual capacities:** Nonsalaried public officers who also serve as public officers or employees of state agencies or local public bodies may receive mileage or per diem rates from only one public entity for any travel or meeting attended. Furthermore, nonsalaried public officers who are also public officers or employees may not receive per diem rates for attending meetings held in the place of their home or at their designated posts of duty unless they are on leave from their positions as public officers or employees. Local public bodies may adopt regulations with respect to the receipt of per diem rates by employees or officers of local public bodies who also serve on boards or commissions subject to this rule.

D. **Temporary assignment:** Public officers and employees may be reassigned temporarily to another duty station.

(1) **Routine reassignment:** Public officers and employees subject to periodic reassignment of duty stations or districts as a normal requirement of their employment will not be eligible for per diem rates after the time of arrival at the new duty station or district.

(2) **Nonroutine reassignment:** Public officers or employees not normally subject to periodic reassignments who are temporarily assigned to another office of a state agency away from home will receive per diem for the first 30 calendar days of their assignment only, unless approval of the secretary is given to extend per diem payments upon showing that the assignment is necessary and temporary. Except in such extraordinary circumstances, after 30 calendar days, the place where the employee or officer is assigned will be regarded as the designated post of duty.

E. **New Mexico department of transportation:** The New Mexico department of transportation may adopt special policies pertaining to payment of per diem rates for temporary

assignments. Such policies shall be subject to the annual approval of the secretary.

F. **Department of public safety:** The department of public safety may adopt special policies pertaining to payment of per diem rates, mileage and subsistence allowances authorized by law for commissioned officers. Such policies shall be subject to the annual approval of the secretary.

G. **Travel for educational purposes:** A public officer or employee shall not be reimbursed for more than 30 calendar days of per diem in any fiscal year for attending educational or training programs unless approval has been obtained from the secretary.

H. **Per diem in conjunction with other leave:** While traveling, if a public officer or employee takes sick, annual or authorized leave without pay for more than four hours of the normal work day, per diem shall not be allowed for that day unless authorized in writing by the agency head.

I. **Illness or emergency:** Agency heads may grant permission, in writing, to pay per diem rates and travel reimbursement to an employee or public officer who becomes ill or is notified of a family emergency while traveling on official business and must either remain away from home or discontinue the official business to return home.

[2.42.2.8 NMAC - Rn, DFA Rule 95-1, Section 3, 07/01/03; A, 01/15/04]

#### **2.42.2.9 REIMBURSEMENT OF ACTUAL EXPENSES IN LIEU OF PER DIEM RATES:**

A. **Applicability:** Upon written request of a public officer or an employee, agency heads may grant written approval for a public officer or employee of that agency or local public body to be reimbursed actual expenses in lieu of the per diem rate where overnight travel is required.

B. **Overnight travel:** For overnight travel for state officers and employees where overnight lodging is required, the public officer or employee will be reimbursed as follows:

(1) **Actual reimbursement for lodging:** A public officer or an employee may elect to be reimbursed actual expenses for lodging not exceeding the single occupancy room charge (including tax) in lieu of the per diem rate set forth in this Section. Whenever possible, public officers and employees should stay in hotels which offer government rates. Agencies, public officers or employees who incur lodging expenses in excess of \$215.00 per night must obtain the signature of the agency head or chairperson of the governing board on the travel voucher prior to requesting reimbursement and on the encumbering document at the time of encumbering the expenditure.

(2) **Actual reimbursement for meals:** Actual expenses for meals are limited by Section 10-8-4(K)(2) NMSA 1978 (1995 Repl. Pam.) to a maximum of \$30.00 for in-state travel and \$45.00 for out-of-state travel for a 24-hour period.

(3) **Receipts required:** The public officer or employee must submit receipts for the actual meal and lodging expenses incurred. Under circumstances where the loss of receipts would create a hardship, an affidavit from the officer or employee attesting to the expenses may be substituted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the agency head or governing board. See Appendix B for a sample affidavit.

C. **Return from overnight travel:** On the last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed on the travel. Divide the total number of hours traveled by 24. The hours remaining constitute the partial day which shall be reimbursed as follows:

- (1) for less than 2 hours, none;
- (2) for 2 hours but less than 6 hours, \$12.00;
- (3) for 6 hours or more, but less than 12 hours, \$20.00;
- (4) for 12 hours or more, \$30.00;
- (5) no reimbursement for actual expenses will be granted in lieu of partial day per diem

rates.

[2.42.2.9 NMAC - Rn, DFA Rule 95-1, Section 4, 07/01/03; A, 01/15/04]

#### **2.42.2.10 TRAVEL ADVANCES:**

A. **Authorizations:** Upon written request accompanied by a travel voucher, agency heads and governing boards of local public bodies or their authorized designees may approve a public officer's or employee's request to be advanced up to 80 percent of per diem rates and mileage cost or for the actual cost of lodging and meals pursuant to 2.42.2.8 NMAC and 2.42.2.9 NMAC and for other travel expenses that may be reimbursed under 2.42.2.12 NMAC. Requests for travel advances shall not be submitted to the financial control division of the department of finance and administration more than two weeks prior to

travel unless, by processing the request earlier, significant savings can be realized for travel by common carrier or for registration fees for seminars and conferences.

B. **Travel period:** A travel advance may be authorized either for a single trip or on a monthly basis for public officers and employees who travel continually throughout the month. Payment shall be made only upon vouchers submitted with attached authorization for each travel period.

(1) **Single trip advances:** Where a travel advance is made for a single trip, the officer or employee shall remit, within 5 working days of the return from the trip, a refund of any excess advance payment to the agency. The agency or local public body shall deposit the refund and reduce the disbursement recorded when the money was advanced.

(2) **Monthly advances:** Where monthly advances are made, employees shall remit to the agency, at the end of each month, any excess advance payments together with a thorough accounting of all travel advances and expenditures as required by the secretary. Where a travel advance is approved for the next month, the agency head may authorize the use of excess advance payments from the previous month as part of the advance for the next month in lieu of having the employee remit the excess funds.

C. **Agency records:** Each agency is responsible for maintaining records of travel advances authorized by the agency head or the agency head's authorized designee.

(1) **Employee ledgers:** Each state agency shall keep individual employee ledgers for travel advances. The ledger shall include the following information to provide an adequate audit trail:

- (a) employee
- (b) no.
- (c) division
- (d) fiscal year
- (e) date of travel advance
- (f) date of destination
- (g) per diem advance
- (h) earned
- (i) additional per diem or refund due

(2) **Year-end closing:** Each state agency shall review all travel advances prior to the end of the fiscal year and collect or pay all outstanding amounts if possible. Any receivables or payables outstanding at year-end must be recorded on the books and records of the agency.

D. **Local public bodies:** Local public bodies may grant prior written approval for travel advances as authorized by regulation of the governing body of the local public body.

[2.42.2.10 NMAC - Rn, DFA Rule 95-1, Section 5, 07/01/03]

#### **2.42.2.11 MILEAGE-PRIVATE CONVEYANCE:**

A. **Applicability:** Mileage accrued in the use of a private conveyance shall be paid only in accordance with the provisions of this Section.

B. **Rate:** Public officers and employees of state agencies shall be reimbursed for mileage accrued in the use of a private automobile or aircraft in the discharge of official duties as follows:

- (1) privately owned automobile, thirty two cents (\$0.32) per mile;
- (2) privately owned airplane, eighty-eight (\$0.88) per nautical mile.

C. **Local public bodies:** Public officers and employees of local public bodies may be reimbursed for mileage accrued in the use of a private conveyance in the discharge of official duties at the statutory rates unless such rates have been reduced by the governing bodies of the local public body pursuant to Section 10-8-5(D) NMSA 1978.

D. **Privately owned automobile:** For conveyance in the discharge of official duties by privately owned automobile, mileage accrued shall be reimbursed at the rate set forth in this section as follows:

(1) pursuant to the mileage chart of the official state map published by the state highway and transportation department for distances in New Mexico and the most recent edition of the Rand-McNally road atlas for distances outside of New Mexico; or

(2) pursuant to actual mileage if the beginning and ending odometer reading is certified as true and correct by the traveler; and

(a) the destination is not included on the official state map or on the Rand McNally road atlas, or,

(b) at the destination(s) of the public officer or employee, the public officer or

employee was required to use the private conveyance in performance of official duties.

E. **Privately owned airplane:** Mileage accrued in the use of a privately owned airplane shall be reimbursed at the rate set forth in this Section as follows:

(1) pursuant to the New Mexico aeronautical chart published by the state highway and transportation department, aviation division, for distances in New Mexico and other states' air maps for distances outside of New Mexico; or

(2) pursuant to actual air mileage if certification is provided by the pilot, or a beginning and ending reading of actual mileage if the reading is certified as true and correct by the traveler, and the destination is not included on an air map.

F. **Reimbursement limit for out of state travel:** Total mileage reimbursement for out of state travel by privately owned automobile or privately owned airplane shall not exceed the total coach class commercial airfare that would have been reimbursed those traveling had they traveled by common carrier. This subsection shall not apply to a public school when transporting students.

G. **Additional mileage provision:** Mileage accrued while on official business shall be reimbursed for travel on official business. An agency head or designee may authorize by memorandum reimbursement for mileage from a point of origin farther from the destination than the designated post of duty in appropriate circumstances. The memorandum must accompany the payment voucher. If official business is transacted while commuting from home to post of duty or from post of duty to home, mileage shall not be paid for the number of miles between post of duty and home. Odometer readings showing additional miles accrued for official business must be provided to the agency for payment.

[2.42.2.11 NMAC - Rn, DFA Rule 95-1, Section 6 & A, 07/01/03]

**2.42.2.12 REIMBURSEMENT FOR OTHER EXPENSES:** Public officers and employees may be reimbursed for certain actual expenses in addition to per diem rates.

A. **Receipts not required:** Public officers and employees may be reimbursed without receipts for the following expenses in an amount of \$6.00 per day not to exceed a total of \$30.00 per trip:

- (1) taxi or other transportation fares at the destination of the traveler;
- (2) gratuities as allowed by the agency head or designee; and
- (3) parking fees
- (4) If more than \$6.00 per day or \$30.00 per trip is claimed, the entire amount of the

reimbursement claim must be accompanied by receipts.

B. **Receipts required:** Public officers and employees may be reimbursed for the following expenses provided that receipts for all such expenses are attached to the reimbursement voucher:

- (1) actual costs for travel by common carrier, provided such travel is accomplished in the most economical manner practical;
- (2) rental cars or charter aircraft, provided less expensive public transportation is not available or appropriate;
- (3) registration fees for educational programs or conferences, provided, if the fee includes lodging or meals, then no per diem rates shall be paid and only actual expenses paid by the officer or employee and not included in the fee shall be reimbursed within the limits of 2.42.2.9 NMAC; and
- (4) professional fees or dues that are beneficial to the agency's operations or mission.
- (5) Under circumstances where the loss of receipts would deny reimbursement and create a hardship, an affidavit from the officer or employee attesting to the expenses may be substituted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the agency head or governing board. See Appendix B for a sample affidavit.

C. **Local public bodies:** Local public bodies may adopt regulations governing the reimbursement of actual expenses incurred in addition to per diem rates and mileage.

[2.42.2.12 NMAC - Rn, DFA Rule 95-1, Section 7, 07/01/03]

**2.42.2.13 TRAVEL VOUCHERS:** Travel vouchers and supporting schedules and documents shall conform to the policies and procedures manuals issued by the financial control division of the department of finance and administration.

[2.42.2.13 NMAC - Rn, DFA Rule 95-1, Section 8, 07/01/03]

**2.42.2.14 EFFECTIVE DATES:** All Sections shall be effective upon publication in the *New Mexico Register*.

**APPENDIX A:** 1-1-7 NMSA 1978, Residence; rules for determining.

**APPENDIX B:**

DEPARTMENT OF FINANCE AND ADMINISTRATION

FINANCIAL CONTROL DIVISION

AFFIDAVIT FOR LOST RECEIPTS

Travel and Per Diem

I, \_\_\_\_\_ certify that actual receipts for expenses in the amount of  
(print name)

\$ \_\_\_\_\_ incurred while in the conduct of business for the State of New Mexico, were lost.

Travel Dates	Lodging Expenses	Meal Expenses	Other Expenses

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Head Signature

\_\_\_\_\_  
Date

**HISTORY OF 2.42.2 NMAC:**

Pre-NMAC History: The material in this Part was derived from that previously filed with the State Records Center:

DFA 71-4 (Directive DFA 71-1) State Transportation Pool Rules and Regulations, filed 6/23/71

DFA 72-5 Directive DFA 61-1, Transportation Pool Rules and Regulations, filed 6/30/72

DFA 75-4 (Directive-DFA 63-4) State Transportation Pool Rules and Regulations, filed 3/3/75

DFA 71-9 (Directive DFA 60-5C) Chapter 116, Laws of 1971, filed 6/30/71

DFA 74-2 Per Diem and Mileage Act (Sections 5-10-1 through 5-10-4 NMSA 1953 as Amended) being Chapter 26, Laws of 1974, filed 5/6/74

DFA 75-6 (Directive LGD 63-49) Out-of-State Travel, filed 5/6/75

DFA 74-4 (Directive-DFA 62-3B) Procedures for In-State and Out-of-State Travel, Laws of 1974, Chapter 26, filed 5/7/74

DFA 75-8\* (Directive-DFA 63-6) Procedures for In-State and Out-of-State Travel, filed 6/10/75

DFA 75-9\* (Directive LGD 64-5) Per Diem and Mileage Act as amended, filed 8/7/75

DFA 75-17\* (Directive DFA 64-16) Expenses of Advisory Committees, Task Forces and other Bodies Appointed by State Agencies, filed 10/9/75

DFA 78-3.1\* (Rules 78-3) Relating to Reimbursement of Public Officers and Employees for Travel Expenses & Attending Meetings, filed 6/30/78

DFA 81-3 (Rule 78-3) Related to the Reimbursement of Public Officers and Employees for Travel and

Attending Meetings, filed 6/26/81

DFA 82-2 (Rule 78-3) Related to the Reimbursement of Public Officers and Employees for Travel Expenses and Attending Meetings, filed 10/20/82

DFA Rule No. 87-2 Related to the Reimbursement of Public Officers and Employees for Travel Expenses and for Attending Meetings; filed 9/30/87

DFA Rule No. 90-2 Department of Finance and Administration, DFA 90-2, Governing Per Diem, Mileage and Other Reimbursements to Public Officers and Employees; filed 3/30/90

DFA Rule No. 92-1 Regulations Governing the Per Diem and Mileage Act; filed 10/7/92

DFA Rule 95-1 Regulations Governing the Per Diem and Mileage Act; filed 11/17/95.

History of Repealed Material: [RESERVED]